

PROPOSED

HOUSE OF REPRESENTATIVES AMENDMENTS TO H.B. 2140

(Reference to printed bill)

1 Strike everything after the enacting clause and insert:

2 "Section 1. Section 33-1314, Arizona Revised Statutes, is amended to
3 read:

4 **33-1314. Terms and conditions of rental agreement**

5 A. The landlord and tenant may include in a rental agreement terms and
6 conditions not prohibited by this chapter or any other rule of law including
7 rent, term of the agreement and other provisions governing the rights and
8 obligations of the parties.

9 B. In the absence of a rental agreement, the tenant shall pay as rent
10 the fair rental value for the use and occupancy of the dwelling unit.

11 C. Rent shall be payable without demand or notice at the time and
12 place agreed upon by the parties. Unless otherwise agreed, rent is payable
13 at the dwelling unit and periodic rent is payable at the beginning of any
14 term of one month or less and otherwise in equal monthly installments at the
15 beginning of each month. Unless otherwise agreed, rent shall be uniformly
16 apportionable from day-to-day.

17 D. Unless the rental agreement fixes a definite term, the tenancy
18 shall be week-to-week in case of a roomer who pays weekly rent, and in all
19 other cases month-to-month.

20 E. If a municipality that levies a transaction privilege tax on
21 residential rent changes the percentage of that tax, the landlord on thirty
22 days' written notice to the tenant may adjust the amount of rent due to equal
23 the difference caused by the new percentage amount of the tax. The
24 adjustment to rent shall not occur before the date upon which the new tax is
25 effective. In order for a landlord to adjust rent pursuant to this
26 subsection, the landlord's right to adjust rent pursuant to this subsection
27 shall be disclosed in the rental agreement.

28 F. Notwithstanding section 14-3911, the landlord may request and the
29 tenant may provide and routinely update the name and contact information of a
30 person who is authorized by the tenant to enter the tenant's dwelling unit to

1 retrieve and store the tenant's property if the tenant dies. If the landlord
2 is unable to contact the authorized person at the address and telephone
3 number provided to the landlord by the tenant or the authorized person fails
4 to respond to the landlord's request within ten CALENDAR days of initial
5 written contact, the landlord may dispose of the property as prescribed in
6 section 33-1370. Before removing any of the tenant's personal property, the
7 authorized person shall present to the landlord a valid government issued
8 identification that confirms the identity of the authorized person. The
9 authorized person shall have twenty CALENDAR days from the date of initial
10 written contact by the landlord or the last date for which rent is paid,
11 whichever is longer, to remove items from the rental property and return keys
12 to the landlord during regular business hours. If the landlord allows an
13 authorized person to enter the property to remove the tenant's personal
14 possessions as prescribed by this subsection, the landlord has no further
15 liability to the tenant, the tenant's estate or the tenant's heirs for lost,
16 damaged or stolen items. If the tenant's personal property is not entirely
17 removed from the rental unit by an authorized person, the landlord may
18 dispose of the property as prescribed in section 33-1370. This subsection
19 shall only apply if the periodic rent is unpaid and outstanding for at least
20 five CALENDAR days.

21 G. THE LANDLORD MAY INCLUDE THE FOLLOWING PROVISIONS IN RENTAL
22 AGREEMENTS OR COMMUNITY RULES FOR TENANTS, THE TENANTS' GUESTS AND VISITORS
23 WITH REGARD TO FIREARMS:

24 1. TENANTS, TENANTS' GUESTS AND VISITORS SHALL COMPLY WITH ALL FEDERAL
25 AND STATE LAWS GOVERNING THE POSSESSION, CARRYING AND USE OF FIREARMS.

26 2. NO FIREARMS ARE PERMITTING IN THE LEASING OFFICE AT ANY TIME.

27 Sec. 2. Section 33-1315, Arizona Revised Statutes, is amended to read:

28 33-1315. Prohibited provisions in rental agreements

29 A. A rental agreement shall not provide that the tenant does any of
30 the following:

31 1. Agrees to waive or to forego rights or remedies under this chapter.

1 2. Agrees to pay the landlord's attorney fees, except an agreement in
2 writing may provide that attorney fees may be awarded to the prevailing
3 party in the event of court action and except that a prevailing party in a
4 contested forcible detainer action is eligible to be awarded attorney fees
5 pursuant to section 12-341.01 regardless of whether the rental agreement
6 provides for such an award.

7 3. Agrees to the exculpation or limitation of any liability of the
8 landlord arising under law or to indemnify the landlord for that liability or
9 the costs connected therewith.

10 4. Agrees to waive or limit the tenant's right to summon or any other
11 person's right to summon a peace officer or other emergency assistance in
12 response to an emergency.

13 5. Agrees to payment of monetary penalties or otherwise penalizes the
14 tenant for the tenant summoning or for any other person summoning a peace
15 officer or other emergency assistance in response to an emergency.

16 6. **AGREES TO WAIVE OR FORGO THE RIGHT TO POSSESS OR CARRY FIREARMS
17 EXCEPT AS PRESCRIBED IN SECTION 33-1314, SUBSECTION G.**

18 B. A provision that is prohibited by subsection A of this section and
19 that is included in a rental agreement is unenforceable. If a landlord
20 deliberately uses a rental agreement containing provisions known by the
21 landlord to be prohibited, the tenant may recover actual damages sustained by
22 the tenant and not more than two months' periodic rent.

23 C. This section does not limit the landlord's right to evict a tenant
24 pursuant to section 33-1368.

25 Sec. 3. Section 33-1413, Arizona Revised Statutes, is amended to read:

26 **33-1413. Terms and conditions of rental agreement**

27 A. At the beginning of the tenancy, a signed, written rental agreement
28 must be executed by the landlord or designated agent and a tenant. The
29 rental agreement shall be executed in good faith by both parties and shall
30 not provide for the waiver of any rights given to either party by other
31 provisions of this chapter. The rental agreement shall be for a specific
32 period and shall include:

- 1 1. The amount of the rent.
- 2 2. The amount of any security deposit.

3 B. If the landlord and tenant agree to the term of the rental
4 agreement, the rental agreement may be for any term. If the landlord and
5 tenant disagree on the term of the rental agreement, the rental agreement
6 shall be for twelve months. The initial term of a rental agreement may be
7 for less than twelve months if the reason is to ensure conformity with a
8 standard anniversary date. Any written rental agreement shall have all blank
9 spaces completed, and executed copies of the written rental agreement shall
10 be furnished to all parties within ten CALENDAR days of execution.

11 C. The rental agreement may include conditions not prohibited by this
12 chapter or other rule of law governing the rights and obligations of the
13 parties.

14 D. The landlord shall attach to the rental agreement a statement
15 signed by the prospective tenant acknowledging receipt of:

- 16 1. The disclosures required in section 33-1432.
- 17 2. A current copy of this chapter as prescribed in section 33-1432.
- 18 3. A current copy of the rules or regulations adopted pursuant to
19 section 33-1452.

20 E. Rent shall be payable without demand or notice at the time and
21 place agreed upon by the parties. Periodic rent is payable at the beginning
22 of any term of one month or less, and thereafter, unless otherwise agreed, in
23 equal monthly installments at the beginning of each month. Unless otherwise
24 agreed, rent shall be uniformly apportionable from day to day.

25 F. A landlord shall not prohibit a tenant who is a member of the armed
26 forces of the United States from terminating a rental agreement with less
27 than two weeks' notice to the landlord if he receives reassignment orders
28 which do not allow such prior notification.

29 G. Notwithstanding any provision of this article to the contrary, upon
30 the expiration or renewal of any rental agreement, the landlord may increase
31 or decrease the total rent or change payment arrangements. The landlord
32 shall notify the tenant in writing by first class or certified mail or by

1 personal delivery at least ninety days prior to the expiration or renewal of
2 any rental agreement of any such increase or change. Nothing in this
3 subsection requires a landlord to provide cause for any change in rent if the
4 landlord complies with notice requirements.

5 H. On expiration of a written rental agreement for a specified term or
6 written renewal of a rental agreement, tenancy is on a month-to-month basis
7 unless the landlord, its designated agent or the tenant requests a new
8 written rental agreement. If the landlord and tenant agree to the term of
9 the rental agreement, the rental agreement may be for any term. If the
10 landlord and tenant disagree on the term of the rental agreement, the rental
11 agreement shall be for twelve months.

12 I. In addition to any other rental provisions, the landlord is
13 entitled to a rental increase effective at the expiration or renewal of any
14 rental agreement or effective immediately if so provided in a written rental
15 agreement to compensate the landlord for actual costs of insurance, taxes and
16 rate increases for utilities, which shall be substantiated by the landlord in
17 writing to the tenant.

18 J. As a condition of tenancy the rental agreement may require the
19 prospective tenant to make improvements to the mobile home, including all
20 appurtenances owned by the tenant, and to preserve or upgrade the quality of
21 the mobile home park even if the prospective tenant is purchasing a home
22 already located in the mobile home park. The improvements shall not exceed
23 the requirements of the rules or regulations of the mobile home park.

24 K. Notwithstanding subsections A, B and H of this section, the tenant
25 may demand in writing and the landlord shall offer a long-term initial or
26 renewal rental agreement that complies with all of the following:

27 1. The long-term initial or renewal rental agreement shall be in
28 writing and shall be for a term of four years. A long-term rental agreement
29 may be for a term of less than four years if the reason is to ensure
30 conformity with a standard park anniversary date.

31 2. All rents and other fees due during the term of the long-term
32 rental agreement shall be clearly identified in the agreement.

1 3. The tenant has ten CALENDAR days from the date of receipt of the
2 long-term rental agreement to accept or reject the agreement. If an
3 agreement is not signed and returned to the landlord within the ten day
4 period, the tenant is deemed to have rejected the agreement. On rejection of
5 the agreement, subsections A, B and H of this section apply.

6 L. The rental agreement may contain conditions regarding the removal
7 of a mobile home from the mobile home park and the restoration of a mobile
8 home space by a tenant or a tenant's successor in interest after removal of
9 the mobile home. The conditions shall not include any provisions regarding
10 environmental liability or environmental remediation, and any environmental
11 liability or environmental remediation requirements shall be governed as
12 otherwise provided by law.

13 M. THE LANDLORD MAY INCLUDE THE FOLLOWING PROVISIONS IN RENTAL
14 AGREEMENTS OR COMMUNITY RULES FOR TENANTS, THE TENANTS' GUESTS AND VISITORS
15 WITH REGARD TO FIREARMS:

16 1. TENANTS, TENANTS' GUESTS AND VISITORS SHALL COMPLY WITH ALL FEDERAL
17 AND STATE LAWS GOVERNING THE POSSESSION, CARRYING AND USE OF FIREARMS.

18 2. NO FIREARMS ARE PERMITTED IN THE LEASING OFFICE AT ANY TIME.

19 Sec. 4. Section 33-1414, Arizona Revised Statutes, is amended to read:

20 33-1414. Prohibited provisions in rental agreements; late
21 payment penalty

22 A. A rental agreement shall not provide that the tenant agrees to:

23 1. Waive or to forego rights or remedies under this chapter.

24 2. Pay the landlord's attorney fees, except an agreement in writing
25 may provide that attorney fees may be awarded to the prevailing party in the
26 event of court action.

27 3. The exculpation or limitation of any liability of the landlord
28 arising under law or to indemnify the landlord for that liability or the
29 costs connected therewith.

30 4. Permit the landlord to charge a penalty fee for late payment of
31 rent unless a tenant is allowed a minimum of five CALENDAR days beyond the
32 date the rent is due in which to remit payment.

1 5. Permit the landlord to charge a fee for a guest who does not stay
2 for more than a total of fourteen CALENDAR days in any calendar month.

3 6. Waive or limit the tenant's right to summon or any other person's
4 right to summon a peace officer or other emergency assistance in response to
5 an emergency.

6 7. Payment of monetary penalties or otherwise penalizes the tenant for
7 the tenant summoning or for any other person summoning a peace officer or
8 other emergency assistance in response to an emergency.

9 8. WAIVE OR FORGO THE RIGHT TO POSSESS AND CARRY FIREARMS EXCEPT AS
10 PRESCRIBED IN SECTION 33-1413, SUBSECTION M.

11 B. A provision that is prohibited by subsection A of this section and
12 that is included in a rental agreement is unenforceable. If a landlord
13 deliberately uses a rental agreement containing provisions known to be
14 prohibited, the tenant may recover actual damages sustained and the rental
15 agreement is voidable by the tenant.

16 C. A landlord may charge a penalty fee of not to exceed five dollars
17 per day from the due date of the rent for late payment of rent if the payment
18 is not remitted by the sixth day from the due date.

19 D. This section does not limit the landlord's right to evict a tenant
20 pursuant to section 33-1476.

21 Sec. 5. Title 33, chapter 16, article 1, Arizona Revised Statutes, is
22 amended by adding section 33-1817, to read:

23 33-1817. Firearms regulation

24 A. THE ASSOCIATION SHALL NOT RESTRICT FIREARMS EXCEPT AS PRESCRIBED IN
25 THIS SECTION.

26 B. THE ASSOCIATION MAY INCLUDE THE FOLLOWING PROVISIONS IN THE
27 COMMUNITY DOCUMENTS INCLUDING COMMUNITY RULES FOR PROPERTY OWNERS, PROPERTY
28 OWNER TENANTS, GUESTS AND VISITORS WITH REGARD TO FIREARMS:

29 1. PROPERTY OWNERS, THE PROPERTY OWNERS' TENANTS, GUESTS AND VISITORS
30 SHALL COMPLY WITH ALL FEDERAL AND STATE LAWS GOVERNING THE POSSESSION,
31 CARRYING AND USE OF FIREARMS.

32 2. NO FIREARMS ARE PERMITTED IN THE MANAGEMENT OFFICE AT ANY TIME.

1 C. ANY PROVISION OF THE COMMUNITY DOCUMENTS THAT ARE INCONSISTENT WITH
2 THE PROVISIONS OF THIS SECTION SHALL BE UNENFORCEABLE."

3 Amend title to conform

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2/11/11

9:35 AM

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